



STAFF REPORT

TOWN COUNCIL MEETING OF JULY 8, 2014

To: Town Council

From: Town Manager/Town Clerk

Subject: Town Facilities - Special Event/Rental Application & Fees

Date: July 1, 2014

RECOMMENDATION:

Approve the Special Event/Rental Application and fees with any revisions Council approves.

ISSUE AND DISCUSSION:

At the May 13, 2014 Town Council meeting, Council directed staff to return with a policy/application regarding renting out the Town's public facilities. Since the last meeting we also found out that the Loomis Library rents their room out for \$15 an hour. On July 1, 2014 Councilmembers Morillas and Ucovich met with staff to discuss suggested revisions to the rental application. Attached is the revised (in red) Special Event/Rental Application and fees.

Following is a comparison of rental fees charged by Loomis and adjacent/nearby jurisdictions:

	LOOMIS	AUBURN	COLFAX	LINCOLN	ROCKLIN	ROSEVILLE
Meeting Room, some with Kitchenette (capacity 60- 80)	\$35 a day	\$45/\$55 hr. For res/non-res	\$25 hr.res/non-res \$20 non-profit	\$20 hr. res \$30 hr. non-res	\$ 30 hr. for res./non-res/non-profit	\$30 hr & non-prof \$42 hr. non-res \$51 hr & non-prof \$56 hr non res; \$64 hr commer.
Park/Plaza outdoor	\$35 a day	½ day- \$60 res/\$75 non-res Full day- \$100 res/\$125 non-res		\$100 hr. res \$140 hr. non-res \$75 hr. res non-profit Per day	\$100 per unit (specific areas) Per day	\$90 to \$210 (specific areas) Per day
Deposits (Refundable damage)	\$100	\$300		\$400	\$40- \$300	\$50-\$200
General Liability Insurance	\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000	\$1,000,000

In addition, the Town of Loomis charges the following:

- Banner across Taylor Road for non-profit only - \$50

Current ongoing users and rental policies for Loomis facilities are as follows:

- Soroptimist uses the Depot Wednesday mornings for an hour (3 x month)– pays \$35 mo. and certificate of insurance having the town as additionally insured.
- Yoga class uses the Depot Friday mornings for an hour (4 x month)– pays \$35 mo. and certificate of insurance having the town as additionally insured.
- Station Pickers are no longer using the depot.
- The schools – don't pay but submit a certificate of insurance having the town as additionally insured. The schools do not charge the Town when using their facilities.
- Continual large events, such as the Thursday Night Family Fest – they are entered into an agreement with the manager showing list of requirements.
- Fee for the large events is: \$35 per event for use of the grounds; \$25 for use of the electricity per event/day; \$35 use of depot restroom per event; and \$1,000,000 in General Liability, \$1,000,000 in bodily injury and property damage. There is no additional charge for use of the Blue Anchor Park restrooms.

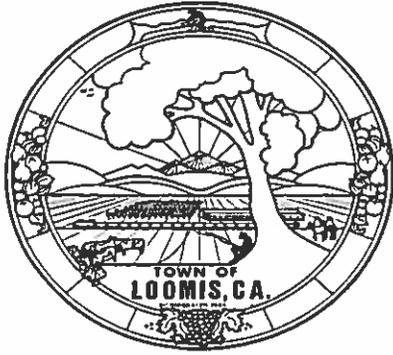
Overall Loomis charges are less than the surrounding jurisdictions, sometimes significantly. For example, meeting room rentals by the other jurisdictions are by the hour, whereas Loomis charges by the day.

CEQA:

The proposed policy is exempt from CEQA.

FINANCIAL IMPACTS:

Minor, if policy changes.



TOWN OF LOOMIS

5775 Horseshoe Bar Road
Loomis, CA 95650
916-652-1840

LOOMIS DEPOT SPECIAL EVENT/RENTAL APPLICATION

Please Print

Applicant's Name _____ Date _____

Name of Event _____ Date of Event _____

Small Room (Depot) Council Chambers Multi Modal Lot Blue Anchor Park **Peter Oakes** Stage

Please use attached diagram of the Multi Modal/Park/Depot/Stage for the event and show where fencing or barricades will be, etc.

Time(s) of event requested _____

Name of Person(s) Responsible _____
(Only those listed on application can make changes to rental application)

Address _____

City _____ State _____ Zip _____

Day/Business Phone _____ Fax _____

Home Phone _____ Cell Phones _____

Email address _____

Type of group or function (check all that apply): Resident Non-resident Non-Profit **Profit Individuals**
(A resident is someone who lives within the Town limits.)

Non-profit ID number _____

Number attending event (Maximum 90 for use of Depot) _____

Description and list of the activities you will be having at the Event:

Public Works cones/barricades requested: _____

Please answer Yes or No to the following questions as they pertain to your use of the Depot/grounds.

My Rental of the Loomis Depot/Parking Lot/Stage/Blue Anchor Park	Yes	No
Will be open to the public		
Will have an admission charge		
Will be a fundraising event		
Will be having fencing around the event		
Will be selling alcohol		
Will be selling food		
Will be selling merchandise		
Will have vendors		
Will be serving food		
Will be having entertainment (DJ, band, clown, etc.) If yes, what type of entertainment:_____		
Will be an educational or sales seminar		
Will have minors at event		
Will provide own insurance with the Town of Loomis additionally insured		

RENTAL POLICIES AND GENERAL INFORMATION

Please **SAVE** pages 3 – 6 for your **REFERENCE** and
Return pages 1, 2, 7, 8 and 9 only.

I. GENERAL RENTAL INFORMATION

- 1) Reservations are taken at the Loomis Town Hall, 3665 Taylor Road, Loomis, CA 95650 (916) 652-1840 Monday – Friday, 8:00 a.m. – 5:00 p.m. Inquiries may be made in person, by telephone or at cstrock@loomis.ca.gov . Telephone inquiries are not considered confirmed reservations. Reservations are accepted on a first come, first serve basis, up to one year in advance of the rental date.
- 2) You may tour the Depot during hours of operation, provided that an event is not in progress. To talk with a staff member regarding your event plans, please call Clerk at (916) 652-1840.
- 4) Rental times must include ALL set-up and take-down/clean-up time.
- 5) Insurance is required for all rentals. (Item V #1 for details)
- 6) To secure your reservation, a Booking/Cleaning fee & Damage (Security) Deposit is required. (Please see item II below for details)
- 7) Rental permits will only be issued to persons 21 years or older.
- 8) Renter is required to check-in and check-out with Town Hall staff.
- 9) If closing the parking lot or road for an event, renter must:
 - a) Contact Will Garner with Placer County Department of Public Works at 1-530-745-7582 so the County shuttle can be re-routed that day and submit a copy of the approval to town hall.
 - b) Renter must post signs around the Multi Modal the day before, stating the closure for the event.
 - c) **If using the lot behind Subway, Loomis Cafe, Nethorpe & Son, Christensen's and Taylor's Frostie, you MUST complete business signatures(Attachment A).**

II. BOOKING/CLEANING FEE & SECURITY DEPOSIT

- 1) A Security Deposit and booking/cleaning fee is required for all facility rentals:
 - Use of parking lot and Depot will be a ~~\$100~~ **\$300** security deposit and the following booking fees:
~~\$35 fee each day~~

	Resident	Non-Resident	Non-Profit	Profit Individuals
Small Room (Depot)	\$5 hr.	\$10 hr.	\$5 hr.	\$10 hr.
Council Chambers (Depot)	\$10 hr.	\$15 hr.	\$10 hr.	\$15 hr.
Peter Oakes Stage	\$50 a day.	\$75 a day	\$50 a day	\$100 a day
Multi Modal Parking Lot	\$50 a day	\$75 a day	\$50 a day	\$100 a day
Blue Anchor Park	\$50 a day	\$75 a day	\$50 a day	\$100 a day

- **Use of power outlets for event \$25.00 each day.**
- **The spray pad and restrooms shall be left open for public and not fenced in for private events.**
- All events/vendors must use their own garbage bags and dispose of them. No bags of garbage are to be left onsite or thrown in the businesses dumpsters next to the depot. The depot and grounds are to be left the way they were found.

If your event causes the need for:

- a. Cleaning beyond the normal Depot maintenance,
- b. Repairs or replacement due to structural or equipment damage,
- c. Fire Department response due to false alarm or exceeding capacity of the building per the Fire Code, or
- d. Sheriff's Department response due to failure to follow all laws and ordinance, including, but not limited to, the Town's sound ordinance and laws related to disturbing the peace.

The security deposit will be used to pay for the additional fees. If fees exceed the amount of the deposit, renter will be required to pay the additional amount.

- 2) Facility inspections will be conducted following events by the Town Staff to determine the condition of the facility, including the assembly areas and restroom. If all clean up requirements are met, no damage has occurred, and the rental time was not exceeded, staff will refund your Damage (security) Deposit.
- 3) The Town reserves the right to retain the entire security deposit if the applicant has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the rental application.

III. RENTAL FEES/POLICIES

- 1) **All rental fees are due at the time the application is submitted.** Payments may be in the form of a check or cash.
- 2) Incomplete, inaccurate or false information by the renter on the contract may result in cancellation of the contract and loss of the security deposit and any fees paid.
- 8) The Town reserves the right to adjust fees at any time.
- 9) Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond the Town's control, including but not limited to flooding, fire, natural disaster, other acts of God, criminal acts or acts of war or terrorism. In the event that the facility should become unavailable due to any such circumstances, the Town will refund any fees received from renter. The Town shall not be liable for renter's consequential damages, including but not limited to other costs incurred in connection with renter's event, lost profits, and lost opportunity.

IV. CANCELLATIONS

- 1) Cancellation of reservation may be subject \$50 administrative fee.
- 2) **All cancellations are required to be in writing by the person named on the contact.** Written cancellations may be faxed, emailed, mailed or hand delivered.

V. RENTER/RENTAL POLICIES & CONDITIONS

- 1) For all events held, renters are required to submit with application, a certificate of insurance showing the Town of Loomis, it's officials, employees, and volunteers as **Additionally Insureds** and an **Additional Insured** endorsement showing the Town of Loomis, its officials, employees, and volunteers be added by endorsement as additional insureds to all liability policies, except workers' compensation or professional liability (errors & omissions) policies in the amount of

\$1,000,000.00. The original certificate and additional endorsement page must be mailed to: **Town of Loomis, P. O. Box 1330, Loomis, CA 95650.** All persons, groups and organizations and organizations shall agree to hold the Town of Loomis, its' elective and appointive boards, commissions, agents and employees harmless from any liability for damages and claims for personal injury including death as well as from claims for property damage which might arise from the use of the depot or furnishings. Failure to obtain proper insurance can result in cancellation of event and all fees forfeited.

- 2) **The person in charge of the event must be available** to the Town staff the entire time in case of an emergency (by cell phone)
- 3) If renter is using **vendors (DJ, Caterer, Businesses, etc.)** at event, the Town Hall staff must be notified. Rental with vendors may require additional insurance.
- 4) Renter is responsible for securing all required **permits** and shall present copies of permits to the Town staff prior to rental date.
- 5) A temporary license from California State Department of Alcoholic Beverage Control (ABC) is required and a copy given to Town staff.
6. No consumption of alcohol in the parking lot is permitted unless designated area is roped off.
- 7) Renter is responsible for any of their guests that bring alcohol on Town property without obtaining the proper insurance and security requirements for alcohol. Events may immediately be cancelled if alcohol is consumed without meeting the insurance and security requirements.
- 8) When selling alcohol, renter is required to provide a copy of all required permits from the Alcohol Beverage Control before the event. (copy given to Town staff)
- 9) Subleasing is not allowed.
- 10) The Town staff may, at anytime, instruct renter to turn music down or discontinue due to abuse of the noise permit rules and regulations.
- 11) The renter is responsible for providing all equipment. The Town may provide chairs (limited quantity) and side table on request for the Depot use.
- 12) Any unauthorized use of equipment belonging to the Town of Loomis will result in rental fees automatically being charged.
- 13) **Children** are not allowed inside rented facility without adult supervision.
- 14) **Smoking is prohibited** in all the Town facilities and within 20 feet of any door.
- 15) Fire code does not permit open flame devices. **NO SMOKE/FOG MACHINES are ALLOWED.** All renters and their guests are required to follow safety rules for public buildings. Occupants will be evacuated during a fire alarm. Renter will forfeit entire deposit if alarm was the result of rental event or any group hired by the renter.

- 16) Renter is responsible for all rental guests' behavior. Violence, excessive drinking, loud behavior and unsupervised children are not permitted. Guests are to abide by all facility policies and procedures. The Town may cancel any event for violations of disturbing the peace laws.
- 17) **Decorations** must be UL approved (flame retardant). The use of nails, tacks, scotch/duct tape or staples are not permitted. ONLY masking tape or painters blue tape can be used and must be removed immediately after use. Candles cannot be used.
- 18) Rice, birdseed, confetti, sand, glitter, etc. are not permitted.
- 19) Parking availability is not guaranteed and may be limited.
- 21) Storage is not available.
- 22) The Town of Loomis is not responsible for lost or stolen items and will not be responsible for any items delivered before or left after an event.
- 23) Sitting or standing on tables or chairs, provided by the Town, is not permitted. Renter will be fully responsible for any damaged tables/chairs.
- 24) The Town staff reserves the right to photograph events for promotional purposes.
- 25) Renter assumes full responsibility for the communication to its attendees for events held. The Town of Loomis will not be listed as a contact for your event.
- 26) The Town reserves the right to cancel any event if the renter knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the rental application.

VI. RENTERS CLEANING RESPONSIBILITIES

The renter is responsible for the following cleaning duties:

- 1) Any tables and chairs provided by the Town must be cleared and cleaned.
- 2) The facility should be free of debris/spills. If excess trash, food or spills are left on the floor, the security deposit may be withheld to cover the clean up.
- 3) All trash must be placed in receptacles provided. If any trash will not fit in the receptacles, it must be taken with the renter.
- 4) Decorations must be taken down and removed within the rental time.
- 5) **The Depot building MUST be put back the way you found it before your event.**

Renter(s) must sign pages 1, 2, 7 (Attachment A) and 8 and return to Town Hall staff.

ATTACHMENT "A"

If using the lot behind Subway, Loomis Cafe, Nethorpe & Son, Christensen's or Taylor's Frosty you **MUST** get signatures from the businesses to let them know about the following event:

Event: _____

Date of Event: _____ Time of Event: _____

List Roads to be closed/fenced off: _____

* * * * *

Loomis Cafe _____ Date _____

Nethorpe & Sons _____ Date _____

Christensens _____ Date _____

Taylor's Frosty _____ Date _____

Note: all fencing must be removed within 24 hours or as determined by the Town Manager, and barricades must be removed immediately (if Public Works barricades, leave to the side).

Signature of Renter(s) Required below:

The consequence of not following the Town of Loomis's rental policies may result in loss of your deposit and/or your event being cancelled completely or early.

- My signature below signifies that I have read and understand the rental policies/rules outlined on pages 3 through 6.
- I agree to abide by all of the conditions of this application and any permit(s) issued based upon this application.
- I also agree to pay the Town of Loomis all costs the Town may incur as a result of any failure to fully comply with all these conditions.
- I understand that the Town of Loomis reserves the right to photograph facilities, activities and participants for its own use.
- I agree to defend, indemnify and hold harmless the Town of Loomis, its officers, agents and employees from any liability resulting from my intentional or negligent acts while renting the Loomis Depot.
- I declare that the information contained in this rental application is true and correct to the best of my knowledge. I further acknowledge that the security deposit may be forfeited and/or my event may be cancelled if this application contains any intentional misrepresentations.
- I will notify Wil Garner, Placer County Department of Public Works, at 530-745-7582 of any road closure or use of the Depot parking lot so they can re-route the County shuttle. (copy for staff)
- Chairs, tables, podium etc. must be put back the way it was before the event.

Print Name _____

Signature _____ Date _____

NOTE: If using the Depot for anything, **the key must be picked up at Town Hall** by applicant before the event. If the event is on Saturday or Sunday **the key must be picked up at Town Hall** by applicant the Friday before the event. Please initial you have read this: _____

TOWN OF LOOMIS

Loomis Depot
5775 Horseshoe Bar Road
Loomis, CA 95650
Phone – (916) 652-1840
Fax – (916) 774-5959
www.loomis.ca.gov

FOR OFFICE USE ONLY

Date cleaning fee paid: _____ Receipt No. _____

Deposit fee: _____ Date paid: _____

Reviewed by: _____ **Date approved** _____ :

Email a copy to:

Sheriff's Department _____

Planning Department _____

Public Works Department _____

Notify: Will Garner, Placer County Department of Public Works, at 530-745-7582 for closing street or Depot parking lot. Date notified: _____

Date received certificate of insurance: _____

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Public Works equipment returned. Yes No

Building/Street cleaned. Yes No

Deposit returned. Yes No

Check facilities after the event.

Date: _____

Facility is okay: _____

Facility has damage _____

